

COLLECTIVE BARGAINING AGREEMENT

between

THE PEPSI BOTTLING GROUP, INC.
Saginaw, Michigan

and

TEAMSTERS LOCAL NO. 486

affiliated with the

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

EFFECTIVE DATES:
AUGUST 1, 2007 - JULY 31, 2010



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AGREEMENT

THIS AGREEMENT, made and entered into this first day of August, 2007, by and between THE PEPSI BOTTLING GROUP, INC., for 736 North Outer Drive, Saginaw, Michigan 48601 (hereinafter referred to as "the Employer"), and LOCAL UNION NO. 486, affiliated with the International Brotherhood of Teamsters, Saginaw, Michigan (hereinafter referred to as "the Union").

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties:

WITNESSETH:

ARTICLE 1 - RECOGNITION, UNION SHOP AND DUES

Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for those classifications of employees covered by this Agreement, employed at its warehouse location at 736 North Outer Drive, Saginaw, Michigan 48601.

Section 2.

All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day following the effective or execution date of this Section, whichever is the later, shall become and remain members in good standing of the local Union as a condition of employment.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 3.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and/or initiation fees of the local Union and agrees to remit to said Local Union all such deduction prior to the end of the months for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues and/or initiation fees (full or installment), owed and to be deducted for such months from the pay of such member, and the Employer shall deduct such amount from the first (1st) paycheck following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 4.

A new employee shall work under the provisions of this Agreement, but shall be employed only on a trial basis of forty-five (45) working days, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After such trial period the employee shall be placed on the regular seniority list, and his seniority shall date back to the date of his hire. An employee's trial period as provided above shall be extended for the same number of working days which represent working days lost due to absence for any reason during such forty-five (45) working day period.

Section 5.

The Employer shall not require as a condition of continued employment that an employee purchase truck tractor and/or tractor trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

Section 6.

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary deductions to DRIVE provided such employee has signed an authorization card to deduct from his/her paycheck an amount designated by him/her. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" includes any week in which the employee earns a wage and excludes all other weeks. Each month the Employer shall transmit to DRIVE National Headquarters, c/o International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W. Washington, D.C. 20001, one check for the total amount deducted accompanied with the name of each employee, their social security number, and the amount deducted.

ARTICLE 2 - MANAGEMENT RIGHTS

The right to hire, lay off, promote, demote, transfer, discharge for cause, maintain discipline, determine the size and composition of the work force, require observance of the Employer's rules and regulations, and maintain efficiency of employees is the sole responsibility of the Employer, provided that Union members shall not be discriminated against as such, and that the Employer shall not exercise these rights in violation of the provisions of this Agreement. In

addition, the Employer has the exclusive duty and right to manage the business, direct the working forces, the methods, process and means of conducting its business, schedule work and production, and to discontinue process or operations in whole or part, or to discontinue their performance by employees of the employer and to sell or otherwise dispose of its business in whole or in part. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, the Employer therefore retains all rights not otherwise specifically abridged by this Agreement.

ARTICLE 3 - TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third (3rd) party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operations covered by the Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale.

ARTICLE 4 - EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2.

The Employer agrees not to hire any outside agency to do work covered by any classifications in this Agreement for a lower rate of pay than called for in this Agreement.

Section 3.

The Employer agrees that it will allow the proper accredited representative of the local Union access to the warehouse during regular working hours for the purpose of policing the terms and conditions of this Agreement.

Section 4.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

ARTICLE 5 - SENIORITY

Section 1.

Seniority shall commence from the date an employee is employed by THE PEPSI BOTTLING GROUP, INC., at Saginaw, Michigan, as an employee. An employee presently employed at Saginaw, Michigan who was previously employed by The Pepsi Bottling Group, Inc. at Shepherd, Michigan as an employee shall be given seniority credit for such prior service at Shepherd, Michigan, provided, such service with The Pepsi Bottling Group, is continuous and unbroken. Seniority shall prevail in the layoff and hiring of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be first employee laid off, and the last employee laid off shall be the first employee rehired. In the laying off and hiring of laid off personnel, the particular work done by the employee, his ability to do the work, and length of service shall be considered to be the determining factors.

Section 2.

The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment. A copy of each list posted shall be furnished to the Union.

Section 3.

Seniority shall be terminated by discharge, voluntary quit, or layoff for a period of more than one (1) year. If an individual is absent due to illness or injury for one year, his seniority shall not accumulate any further. Seniority shall be terminated by an illness or injury for a period of more than four (4) years.

Section 4.

In the event of a layoff, an employee so laid off shall be given notice of recall mailed to his last known address and he shall be given four (4) days to report to work provided he shall notify the employer within forty-eight (48) hours after he receives notice of recall. In the event the employee fails to make himself available for work at the end of the four (4) days, he shall lose all seniority rights under this agreement.

Section 5.

Stewards shall be granted super-seniority for all purpose including layoff, rehire, and job preference, if such is required by the local Union. However, only one (1) steward shall have super-seniority for such purpose.

Section 6.

Any employee employed in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he works in the non-unit position. If the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority he had at the time of his promotion

or transfer out of the unit. Such an employee shall lose all seniority rights within the bargaining unit after twenty-four (24) months. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE 6 - DISCIPLINE

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected, except that no warning notice need be given to an employee before he is discharged if the cause for such discharge is dishonesty, proven falsification of Company documents that lead to theft, drinking or being under the influences of alcoholic beverages during working hours or on Company property, any illegal use or distribution of drugs while on the job or on Company property, recklessness resulting in a serious accident while on duty, the carrying of unauthorized passengers while on the job, leaving one's job before the termination of the shift without the approval of Management, possession of firearms on the job or on Company property (excluding hunting firearms that are properly and legally secured), gross insubordination in which the employee fails to follow a direct work order which is clearly communicated in the presence of another union employee, proven deliberate misuse or destruction of Company property. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work.

Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within ten (10) days from the date of discharge or suspension. If no decision has been rendered within ten (10) days, the case shall then be taken up as provided for in Article 8 hereof. In all cases whenever an employee is called to the office to be reprimanded or discharged, the steward in his department shall be notified and the opportunity given to be present.

ARTICLE 7 - PHYSICAL EXAMINATIONS

Physical examination required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examination and refusal to submit to such physical examination shall be grounds for discipline under Article 6. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee results in an actual loss of earning on that day. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

It is mutually agreed that all controversies, disagreements, disputes or complaints arising under and during the terms of this Agreement shall be treated as grievances and settled in accordance with the procedure herein provided.

Every effort shall be made to adjust grievances in an amicable manner between the Employer and the Union as hereinafter provided and grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

- Step 1. Grievances shall first be taken up by conference between the aggrieved employee and/or their Shop Steward or both and their Supervisor.
- Step 2. If unable to arrive at a satisfactory adjustment in Step 1, the grievance shall then be presented in writing to the Market Unit Manager. The grievance shall be discussed between the Market Unit Manager and/or his representative and the Shop Steward.
- Step 3. If unable to arrive at a satisfactory adjustment in Step 2, the grievance may be appealed to Step 3. A discussion will then be held between the Market Unit Manager and/or Company Designate and the Business Agent for the Union. The grievance should be answered in writing following this meeting.

Section 2.

- (a) If unable to arrive at mutually acceptable resolution in Step 3, the grievance may be appealed to this final step Arbitration. If arbitration is not requested within a thirty (30) day period following the answer in Step 3, the Company decision will be final and binding on all parties. The Secretary-Treasurer and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.
- (b) The Employer and the Union shall mutually agree upon an arbitrator who shall have the authority to hear and decide the case. In the event the parties have not agreed upon an arbitrator within fifteen (15) days, the parties shall request by letter that the Federal Mediation and Conciliation Service furnish a list of seven (7) qualified arbitrators, whereupon the Union and Employer will alternately strike names, with the party requesting arbitration striking first, until one (1) remains who shall be the arbitrator.
- (c) The Arbitrator shall, as soon as possible, proceed to hear the representatives of the Union and the Employer. The arbitrator shall have no power to add to, subtract from, alter, modify, amend or disregard any provision of this agreement. Consistent with the foregoing, the arbitrator shall have the authority to order full, partial, or no compensation for time lost in discharge or suspension cases.

- (d) The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 3.

Any disposition and/or settlement of a grievance in any manner in the foregoing steps of this Article shall be considered as a final and binding settlement of that grievance on all parties including the employees involved.

ARTICLE 9 - NO STRIKES, NO LOCKOUTS

Section 1.

It is mutually agreed that during the term of this Agreement, there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings.

Section 2.

Should either party not accept or abide by the procedure set forth in the grievance and arbitration Article, Article 8, or the decision resulting therefrom, then in such instance, any provisions of this Agreement notwithstanding, the party not accepting or abiding by the procedure shall be denied the benefits of this Article.

ARTICLE 10 - LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1.

No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Union through its Secretary-Treasurer. The Union shall not be liable for any such activities unless expressly so authorized.

Section 2.

Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3.

It is further agreed that in all cases of any unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage

shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 4.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 11 - STEWARDS

Section 1.

The Employer recognizes the right of the local Union to designate Union Stewards and alternates from the Employer's seniority list. The authority of Union Stewards and alternates so designated by the local Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information;

(a) have been reduced to writing;

or,

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Union Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes those limitations upon the authority of Union Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working

hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

Section 2.

The Employer agrees to permit Union Stewards to post and maintain Union notices within the business establishment or premises, when expressly authorized to do so by the Union, provided contents of such notices shall not be objectionable to the Employer.

ARTICLE 12 - ABSENCE

Section 1.

Any employee desiring a personal leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the local Union and the Employer prior to the expiration of the original leave. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

Section 2.

The Employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union Business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 3.

Absence from work without notification to the Employer for three (3) consecutive days shall be considered as abandonment and voluntary quitting of job.

Section 4.

PBG employees will be eligible for FMLA leave in accordance with PBG national policy and legal statute. While on unpaid FMLA leave, employees may utilize accrued full weeks of vacation in an unscheduled manner. The employer may require employees to take paid vacation time concurrently with FMLA leave. While on FMLA leave, personal days and/or paid sick leave may be used in single day increments at the employees option.

ARTICLE 13 - STRUCK GOODS

Section 1.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer performs by arrangement with an employer or person whose employees are on strike, and which service, but for such strike would be performed by the employees of the employer or persons in strike.

Section 2.

Any grievance claiming a violation of this Article shall be submitted to arbitration within five (5) working days after the filing of such grievance, any other provisions of this Agreement notwithstanding, and neither party shall challenge the arbitrability or right to arbitrate a grievance when it arises. The Arbitrator may make such affirmative order and award as he shall consider necessary to remedy any breach of this Article and such award shall be final and binding upon the parties.

ARTICLE 14 - PICKET LINES

Section 1.

It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee:

- (a) refuses to enter upon any property of his Employer involved in a law-ful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at his Employer's places of business, including picket lines of unions parties to this Agreement;

or

- (b) refuses to go through or work behind any picket line, including picket lines of unions parties to this Agreement at the places of business of any other employer where the employees of such employer are engaged in a strike ratified or approved by the Union of such employees whom such employer is legally required to recognize.

Section 2.

Any grievance claiming a violation of this Article shall be submitted to arbitration within five (5) working days after the filing or such grievance, any other provisions of this Agreement notwithstanding and neither party shall challenge the arbitrability or right to arbitrate such a grievance when it arises. The Arbitrator may make such affirmative order and award as he shall consider necessary to remedy any breach of this Article, and such award shall be final and binding upon the parties.

ARTICLE 15 - MAINTENANCE OF STANDARDS

Except to the extent specifically abridged by the provisions of this agreement, the Employer agrees that all conditions of employment at the location relating to wages, hours of work, overtime differentials and general working conditions which may be mandatory subjects for collective bargaining, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona-fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

The Employer and the Union agree to establish a list of reasonable working rules by which employees covered by this Contract shall be governed:

ARTICLE 16 - PAID FOR TIME AND PAY PERIOD

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimum. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively released from duty.

All regular employees covered by this Agreement shall be paid in full each week. All other employees shall be paid at the end of their working period. Not more than seven (7) days shall be held from a regular employee. The Union and the Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon the request of individual employees or Union representatives.

The workweek shall be Monday through Friday and the payday shall be the following Friday for all employees.

Starting time for all employees shall be established by the Employer in accordance with its determination of operational needs in the summer months and during the winter months. Once the starting time has been established in a season, it shall remain for the balance of that season except that where the Employer demonstrates that the operational needs upon which the starting time was based have changed, the Employer may adjust the time once for the balance of that season.

ARTICLE 17 - UNIFORMS

The Employer agrees to furnish and pay the full cost of uniforms for all employees required to wear them. The employee shall pay the cost of cleaning such uniforms and shall keep them neat and clean. Said uniforms shall be the property of the Employer, and upon termination of the employee's services shall be returned to the Employer.

ARTICLE 18 - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property or in violation of an applicable statute, or court order, or governmental regulation relating to safety of person or equipment.

Section 3.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition and receives no consideration from the Employer, he shall take the matter up with the officers of the Union, who will take the matter up with the Employer.

Section 5.

Where new types of equipment or new jobs for which rates of pay are not established by this Agreement are put into use, within operations covered by the Contract, rates governing such equipment or jobs shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date such equipment is put into use, or such job commences.

Section 6.

The Employer shall install heaters and defrosters on all trucks and tractors and keep same in an operating condition.

Section 7.

The Employer agrees to correct any deficiencies in its plant with regard to proper heating, cooling and exhaust fans in the areas where employees perform their work and an area will be provided to employees for the purpose of parking their cars.

Section 8.

Before any employee is required to deliver CO2, the Company agrees to ensure that the employees vehicle complies with all DOT regulations.

ARTICLE 19 - BONDS

The Employer may require all employees to be bonded in such amounts as determined by the Employer, the cost of which will be fully paid by the Employer.

ARTICLE 20 - WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees even though not required by State law.

ARTICLE 21 - MILITARY SERVICE

The Pepsi Bottling Group, Inc. ("PBG") employees are entitled to military leave benefits and reemployment rights in accordance with federal and state law. Military leave is defined as voluntary as well as involuntary military service, in peacetime as well as wartime. See national policy for details.

Pension benefits shall continue to accrue while on military leave.

Reapplication for employment when returning from military leave shall include a phone call to the Unit Manager with a follow-up letter to confirm the employee's desire to return to work.

ARTICLE 22 - LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment, however, employees may be subject to discipline as provided in Article 6.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity of restraint.

ARTICLE 24 - VACATIONS AND HOLIDAYS

Vacations:

All employees who shall have worked for the Employer for one (1) year but less than two (2) years shall receive one (1) week's vacation with pay; from two (2) years but less than six (6) years' employment, two (2) weeks vacation with pay; from six (6) years' employment, but less than fifteen (15) years employment, three (3) weeks' vacation with pay; from fifteen (15) years, but less than twenty (20) years employment, four (4) weeks' vacation with pay; from twenty (20) years or more employment, five (5) weeks' vacation with pay. A week's vacation pay for all employees shall be computed as follows: the employee's gross earnings for twelve (12) months computed to the most recent quarter prior to the vacation divided by the number of weeks in this period less any full workweeks lost due to layoff, illness or injury, but in the case of a regular full-time hourly rated employee, a week's vacation pay shall consist of not less than forty (40) hours' pay at the straight time regular rate.

The allotment of vacation periods shall be mutually agreed upon and as far as possible, employees shall have a choice of vacation periods in the order of their seniority.

Employees working less than a full year after once completing a year of employment shall have their vacation computed on the basis of one-twelfth (1/12) for each month during which the employee works at least one-half (1/2) the working days in such month.

The number of employees off for vacation during any given week shall be limited to five employees with a maximum of four (4) D-Bay Drivers. The limit for personal days shall remain at one (1).

Unused vacation time will be paid out to the employee by the company in the last pay period before Christmas.

Holidays:

All employees shall be paid for the nine (9) following holidays. In order to receive pay when not working on the following holidays, the employee must have worked the regularly scheduled working day before and the regularly scheduled working day after the holiday.

New Year's Day	Labor Day
Good Friday	First Day of Deer Season
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Employee's Birthday	

Holiday pay for Dispatchable Bay Drivers shall be based upon the average day's pay as taken from the annual wages on the most recently completed quarter of the year.

Holiday pay for full-time hourly rated employees shall be eight (8) hours' pay at their regular straight time hourly rate. Holiday pay for part-time hourly rated employees shall be an average of their hours worked.

Should a holiday occur during an employee's vacation or on a Saturday, the employee shall receive an additional day's pay computed as on a regular holiday.

In the event of illness, if the employee will present a doctor's certificate to the effect that he could not work either the working day previous or the working day after the holiday, he shall receive pay for the holiday. If he is absent both the working day before and working day after the holiday for any reason whatsoever, he shall not be paid for the holiday. In the event an employee is laid-off, or is absent due to hospitalization the week before, week of, or week after a holiday, the employee will be entitled to holiday pay.

ARTICLE 25 - GENERAL PROVISIONS

A. Sales Department Employees

Section 1.

Employee meetings shall be limited to one (1) per month except in the case of a special promotion. It is intended that the daily preparation meetings be limited to approximately thirty (30) minutes.

Section 2.

The Employer agrees to provide reloads to outlying routes to the extent possible by arranging a common meeting place for one (1) or more route trucks.

If an additional delivery is made from a delivery truck to a Dispatchable Bay Driver's account for the day, by another employee, the Dispatchable Bay Driver that had the account for that day would receive commission for that delivery.

A "hot shot" shall be defined as a delivery due to a customer out of stock requiring the product to be delivered immediately. A "hot shot" will be offered to available drivers by

seniority and qualifications. The employee that delivers the "hot shot" will receive a minimum of 2 hours of pay at the Relief Rate.

Section 3.1

Dispatchable Bay Drivers and FSV Drivers agree to service customers as instructed in proper order and frequency by Managers.

Section 3.2

Dispatchable Bay Drivers and FSV Drivers shall complete each day's deliveries each day, except in cases of emergency.

Section 3.3

A Dispatchable Bay Driver and FSV Driver shall not transfer customer stops to another Dispatchable Bay Driver and FSV Driver.

Section 3.4

The Company agrees that it is not their intention to work Dispatchable Bay Drivers more than ten (10) hours per day. However, should the ten (10) hours per day be exceeded on more than an occasional basis, the Company will work toward improving the situation upon being so notified by the employee(s).

Section 4.

Whenever a Dispatchable Bay Driver and FSV Driver position becomes open, or new Dispatchable Bay Driver and FSV Driver jobs are added, the position shall be posted for bid for three (3) working days, and seniority shall prevail, past performance and ability, however, shall be determining factors.

In filling the first (1st) position vacated as a result of the bidding process, the Company shall post such vacancy for two (2) working days. The subsequent vacancy shall be filled by the Employer at its discretion.

Section 5.

It shall be the duty of the Dispatchable Bay Driver and FSV Driver to return their truck in the appropriate condition. Drivers are responsible for keeping their trucks clean and organized for an efficient check in process. Foreign bottles and/or shells shall not be collected or returned by the Dispatchable Bay Driver and Full Service Drivers.

Section 6.

The Employer agrees that Dispatchable Bay Drivers shall be paid commission on all beverage or product delivered by the employee on that day at the appropriate rate except in cases where the Dispatchable Bay Driver has failed to properly service his accounts on that day.

Section 7.

In addition to the normal duties associated with Dispatchable Bay Driver and FSV Driver positions, it shall be the responsibility of the Dispatchable Bay Driver and FSV Driver to remove all bags of cans and plastic from their trucks and place them in a mutually agreed to designated storage area, consolidate all shells and trays into one trailer bay in a manner that expedites the unloading process, consolidate all breakage and remove from trailer to designated agreed upon storage area, build up all 1/2 Liter empty cases to full pallets on the trailer so that only one partial pallet remains, maintain the cleanliness of each bay (warehousemen will continue to clean bays during periodic trailer maintenance) and fuel trucks if and when the Company moves the location of the fuel pumps.

Additionally, a Dispatchable Bay Driver may voluntarily reload his trailer as well as build pallets to prepare for the reload.

Nothing in this Agreement shall prevent the bulk driver from loading or unloading the designated bulk vehicle.

Section 8.

Under the Bulk system, the classification of Bulk Delivery Driver shall be established and the rate of pay shall be in accordance with the rate of pay established in Article 27 of this Agreement. The Bulk Delivery Driver position shall be subject to the terms of the Agreement pertaining to hourly rated employees. Under this new system, the Bulk Delivery Driver shall be responsible for delivery of product to accounts designated by the Company as "bulk" accounts and no commission shall be paid for such delivery. The Bulk Delivery Driver may also be required to perform merchandising activities as designated by the Company.

Upon notice of expansion of the Bulk Delivery System, the Company will establish an Employee/Employer Committee not to exceed three Employee/Employer Representatives. It is the intention of this committee to participate in the reconsolidation of the routes and to discuss and resolve all matters pertaining to the expansion and administration of this system.

The Company may need to supplement the activities of the Bulk Delivery Drivers within the Bulk Delivery system and this work would be performed by relief and utility employees. Selling and merchandising duties shall be handled primarily by salaried personnel.

The Company agrees not to make direct shipments from any manufacturing facility to any account currently being serviced by employees employed at the Saginaw facility.

Section 9.

To determine which designated relief driver shall be assigned to a given relief position, the following shall apply:

The work week prior to the affected week each relief employee shall declare in seniority order their interest in running any planned relief, bulk, FSV or warehouse positions, any unplanned relief positions, or not being considered for any relief positions.

- ☐ During the subject week, any relief driver who volunteered, as stipulated above, for planned relief positions shall be required to run the affected positions as planned.
- ☐ During the subject week any relief driver who volunteers for unplanned relief positions shall be notified in seniority order of the unplanned relief position(s) available. In the event of more than one (1) unplanned relief position being available, seniority amongst the relief drivers who volunteered for unplanned relief positions shall prevail.
- ☐ In the event an unplanned relief position does not become available on a given day, warehouse assignments will be made on the basis of seniority.
- ☐ Any relief driver who volunteers for an unplanned relief position and does not report for such position upon notification or has not made themselves available for notification (telephone call) during the ninety (90) minute period beginning with the scheduled position start time shall be charged with an instance of absence on their record. Employees are obligated to provide the Company with the telephone number at which they can be notified.
- ☐ Any employee who has not been provided with a ten (10) hour break prior to being notified may elect not to accept an unplanned relief position or have the ability to wait for his ten (10) hours off prior to reporting to work, at the employee's option.

Once an employee under the Relief classification has accepted a relief position, he shall remain in such position until the regular employee returns to work, or a more senior Relief employee is going to be returned to the warehouse classification. It is the Company's intent to promote continuity in a particular position and minimize business interruption.

Section 10.

A driver losing their CDL can bid on an open position which does not require a CDL or may take all unused vacation and personal leave days. This provision shall apply to all drivers in any department whose job duties require a CDL license. This language is not intended to supersede any other language in the collective bargaining agreement.

Section 11. Saturday work

In the event the Employer schedules mandatory Saturday work, all employees shall be provided six (6) working days advance notice. If less than six (6) working days advance notice is given, employees shall not be required to work the Saturday.

B. Hourly Rated Employees

Section 1.

Employees shall be paid one and one-half (1½) times the regular straight time hourly rate for all work performed over eight (8) hours in one (1) day and over forty (40) hours in one (1) week.

All work performed on Saturdays shall be paid one and one-half (1½) times the regular straight time hourly rate. All work performed on Sunday or any of the nine (9) paid holidays shall be paid two (2) times the regular straight time hourly rate in addition to holiday pay. Employees will be required to work overtime whenever the Employer deems it necessary.

Section 2. Flexible Work Week.

Any employee, hired after August 1, 1983, can be assigned to the Flexible Work Week. The Flexible Work Week shall be defined as five (5) consecutive eight (8) hour workdays, Tuesday through Saturday. Employees assigned to the Flexible Work Week will not be eligible for premium pay on Saturday as provided in Article 25(B), Section 1 for hourly employees. An hourly-rated employee whose regular schedule is Tuesday through Saturday shall receive a premium of forty-five cents (\$0.45) an hour for all hours worked.

The employer, at its option, shall have the right to establish an alternative forty (40) hour work week for bulk drivers as follows:

Any four (4) non-consecutive ten (10) hour days Monday through Saturday.
Two (2) consecutive days off shall be guaranteed.

An hourly-rated employee whose schedule is Tuesday through Saturday shall receive one and one-half (1½) the normal rate for work performed on Sunday. All work performed Monday and holidays shall be paid at two (2) times the normal rate in addition to holiday pay.

Flexible Work Week – Vending.

The least senior employee in the MEM/Vending Department can be assigned to the flexible workweek. The flexible work week shall be defined as five (5) consecutive eight (8) hour workdays, Tuesday through Saturday or Thursday through Monday. Employees assigned to the flexible workweek of Tuesday through Saturday will not be eligible for premium pay on Saturday as provided for in Article 25(B), Section 1 for hourly employees. For employees assigned to a flexible workweek, time and one-half (1½) shall be paid on the sixth (6th) day of work, and double time (2x) shall be paid on the seventh (7th) day of work or holidays. An hourly rated employee in the MEM/Vending Department whose regular schedule is Tuesday through Saturday or Thursday through Monday shall receive a premium of forty-five cents (\$0.45) an hour for all hours worked.

In the event of an opening in the MEM/Vending Department, such opening shall be bid upon as provided for in Article 25(B), Section 5 - Job Bid.

In addition to the above, any job posted in the MEM/Vending Department will have designated the specific workweek and the successful bidder may be required to work said schedule.

On-call staffing in the MEM/Vending Department shall be met by rotating coverage amongst all qualified personnel. Employees assigned emergency on-call responsibilities and who are physically called to work, shall be compensated four (4) hours at one and one-half (1½) times their regular straight time rate. Should the employee(s) work more than four (4) hours,

he will be compensated eight (8) hours at the appropriate rate and for all actual hours over eight (8).

Section 3.

Daily overtime, as well as regular hours of work, will be allocated to the senior employees.

Section 4.

If a full-time employee is called to work and put to work, he shall be guaranteed at least eight (8) hours' work or pay. If any part-time employee is called to work and put to work, he shall be guaranteed at least four (4) hours' work or pay. Hourly rated employees, not notified at the termination of their shift that their services will not be required the following day and they report for work on their next regular shift and are not put to work, shall be paid four (4) hours' showup time.

Section 5.

All job openings shall be posted for a three (3) day period and be subject to the bidding procedure. Senior employees within a department shall be given first (1st) preference to a different classification within the department when they become open and shall be given a five (5) day period in which to demonstrate their ability to perform the work in question. A successful bidder shall not be eligible to bid on another job for a period of six (6) months.

Section 6.

All full-time hourly rated employees shall be allowed a thirty (30) minute lunch period without pay.

All full-time hourly rated employees shall be provided with two fifteen (15) minute rest periods. If a part-time hourly employee works four (4) hours or more, he shall be provided with a fifteen (15) minute rest period.

All full-time hourly rated employees scheduled to work two (2) hours or more of overtime shall be provided with a fifteen (15) minute rest period at the end of the required work on their regular shift.

Section 7.

Any employee injured while on the job shall be furnished transportation to and from a hospital or doctor, and if not able to return to work, shall be paid for the remainder of the day. In the case of commission delivery drivers injured on the job, said employee shall be paid his commissions generated off his route that day or his daily average pay, whichever is greater. If further visits to the doctor or hospital during the employee's working hours are required because of the injury, the employee shall be paid the equivalent of his normal earnings for such time actually lost from work during such visits and be furnished transportation or bus fare while on the job.

Section 8.

Supervisory employees shall not perform work that is classified as properly belonging to Union employees, except in cases of emergency.

The need for supervisory employees working that day shall be mutually agreed upon between Management and the Union S toward of the particular department involved.

Section 9.

Safety equipment and protective clothing shall be furnished employees whose job warrants the need of such equipment.

Section 10.

Any employee temporarily assigned to perform work in a lower classification shall continue to receive his regular rate of pay.

Any employee temporarily assigned to perform work in a higher classification shall receive the rate of pay for such higher classification for the entire shift.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay for the lower classification.

Section 11.

The Employer, at its option, shall have the right to establish an alternative forty (40) hour workweek to consist of any four (4), non-consecutive ten (10) hour or five (5) consecutive eight (8) hour days, Monday through Friday, for up to three (3) current employees in the Warehouse and any employee working in the Warehouse hired after January 1, 2000, and any Hourly compensated sales position.

Employees scheduled to a four (4), ten (10) hour day workweek shall receive one and one-half (1-1/2) times their regular straight time rate of pay for any hours worked in excess of ten (10) in any one workday or in excess of forty (40) in any one workweek. There shall be no compounding or pyramiding of overtime.

Employees scheduled to a four (4), ten (10) hour day workweek shall receive one and one-half (1½) times their regular straight time rate of pay on the fifth (5th) and sixth (6th) day of actual work and double (2x) times their regular straight time rate on the seventh (7th) day of actual work.

The Employer shall post all new schedules, which may include four (4), ten (10) hour day workweeks, and five (5), eight (8) hour day workweeks, for bid and such schedules shall be selected by seniority. In the event that there are no bidders, the junior employee will be required to work that week. The Company will post alternative workweeks at least eleven (11) days prior to each workweek change.

When a regular full-time hourly-rated employee on a four (4), ten (10) hour day workweek is put to work during his scheduled workweek, he shall be guaranteed ten (10) hours work that day. Hourly rated employees working a four (4), ten (10) hour day workweek, not notified at

the termination of their shift that their services will not be required the following day and they report for work on their next regular shift and are not put to work, shall be paid five (5) hours' showup time.

For any employee on a four (4) day, ten (10) hour workweek, a holiday occurring within the scheduled workweek will be paid at ten (10) hours. If the holiday falls outside the normal workweek, it shall be paid eight (8) hours. Personal days shall be pro-rated on an hourly basis for employees on a four (4), ten (10) workweek.

ARTICLE 26 - INTER-DEPARTMENT TRANSFERS

When a vacancy occurs in a department, employees from another department may request a transfer to such vacancy and will be given a reasonable period (not to exceed five (5) working days) in which to demonstrate their ability to perform the work in question, seniority and ability shall be the determining factors. An employee who qualifies and is transferred to another department shall not be eligible to transfer again for a period of six (6) months.

ARTICLE 27 - WAGES

On or after April 2008, the Company will transition to an AOM (All Other Market) Pre-Sell Selling and Delivery System.

Dispatchable Bay Driver

The Company will establish a new job classification called "Dispatchable Bay Driver". This new position will be included on the seniority list. Primary responsibility for the delivery of products will be done by Dispatchable Bay Drivers. Under the AOM Pre-sell Delivery system, Dispatchable Bay Drivers will be dispatched by the Company on a daily basis. Daily delivery schedules shall be posted for bid by the Company (as described in Article 28).

Dispatchable Bay Drivers shall deliver and pick up both bottle/can, fountain, and any associated products (cups, lids, CO2, empties, shells, etc.). Dispatchable Bay Drivers will also be responsible for such work as rotating product, stocking shelves and coolers, placement of P.O.P., etc.

The positions of Conventional Customer Representative and Hourly Bay Delivery will no longer exist under this agreement. The new positions covered under this agreement shall consist of: Dispatchable Bay Driver (D-Bay) and Full Service Vending Driver (FSV Driver). Upon transition to an AOM Pre-Sell Selling and Delivery System, the job title Hourly Bay Delivery will be replaced with Full Service Vending Driver. The company shall have the right to implement a compensation plan for Dispatchable Bay Drivers that shall be governed by the following provisions.

Dispatchable Bay Drivers pay shall consist of base pay, commissions for deliveries and Variable Rate Overtime (VROT) as defined in this section.

Variable Rate Overtime (VROT)

In addition to base and commissions, the following job classification (Dispatchable Bay Driver) will be eligible for VROT pay for each hour worked over forty (40) in a workweek.

VROT is calculated by:

1. Total weekly earnings equals base, commission and non-worked earning (i.e. vacations, sick and holiday pay).
2. Total weekly earnings divided by the total hours earned for that week. Total hours are all hours worked and/or any non-worked paid hours that the employee is credited for the week (vacation hours, holiday hours, etc.). This will be considered the hourly rate for the week.
3. The weekly hourly rate will be multiplied by (0.5), which will generate the variable rate.
4. The variable rate will be multiplied by the hours worked over forty (40) to calculate the variable rate overtime pay for the week.
5. The overtime will be added to the total weekly earning to equal pay for the week.

Mixed Work Week

1. Employees who work in an hourly classification for the entire week will be paid the hourly rate for the job classification in which they work.
2. Employees who work the entire week (not including weekend work) in a commissioned classification will be paid base, commission and variable rate overtime for that week.
3. Employees who work in multiple job classifications during a week which include any combination of hourly and commissioned work shall receive the mixed workweek rate of pay for all hours worked in a commissioned job that week.
4. Employees shall be paid at the appropriate hourly rate for all job classifications worked that week and will be paid the appropriate hourly overtime rate of pay for all overtime hours as defined in the contract.

Mixed work week rate will be paid at the relief driver hourly rate.

Section 1. Base + Commission + Variable Rate Overtime (VROT)

The compensation plan shall pay a base and commission and VROT to the Dispatchable Bay Driver that shall be a commission structure based on the volume delivered to the accounts on the Dispatchable Bay Driver's daily route.

The commission rate to be utilized for purposes of the compensation plan shall be calculated using the commission rate times the number of units delivered. This would apply to all case and package sizes, fountain tanks, BIB, CO2, cups, lids, straws and/or any other similar items delivered by the Dispatchable Bay Driver on their daily route. Any items which are not delivered by the Dispatchable Bay Driver will not be compensated under this plan. Examples of such items not covered are deposits on cases, shells or pallets and taxes.

Section 2. Definition of the Compensation Plan Year.

For purposes of this Article, all references to a year or an annual basis shall be deemed to be a year beginning with Week 1 of Period 1 and ending with the last week of Period 13.

Section 3. Pay Rates.

The following schedule of rates shall be in effect for the full term of this Agreement:

Dispatchable Bay Driver Pay:

	<u>Upon Pre Sell Implementation</u>	<u>8/1/08</u>	<u>8/1/09</u>
Base per week	\$428.00	\$438.00	\$448.00
Single Case Rate	\$0.217	\$0.217	\$0.217

Section 4. Delivery Systems.

The Company reserves the right to move any account from any delivery system and reassign it to any other delivery system covered by this Agreement, only during the annual re-bid.

Section 5. Daily Bidding.

The following information shall be provided on the daily bid sheet:

- ☐ The roster of accounts for that day;
- ☐ The total number of cases broken down by package type.
- ☐ The total number of stops for the day.

Section 6. Saturday Work.

In the event extra Dispatchable Bay Driver work is available on a Saturday, it shall be posted for bid on or before Friday and awarded by seniority to those employees qualified to perform the work. This section is not intended to create regular Saturday work.

Section 7. Relief Drivers.

Relief Drivers will be paid in accordance to the Mixed Work Week principles.

Section 8. Product Shortages.

When a Dispatchable Bay Driver and/or Full Service Driver develops a continuous pattern of product shortage(s) during check in, he may be subject to disciplinary action.

Section 9. Product Returns.

A Dispatchable Bay Driver is required to bring back product that is out-of-date, damaged, etc. His pay will not be affected for returned product. He will also be compensated quarterly

at his regular commission rate for picking up product that is out-of-date, damaged and/or transferred to another account.

Section 10. Plan Review.

As part of the Company's good faith commitment to support the implementation of the AOM Pre Sell System, the Company agrees to periodically, or upon request, meet with Local 486 to discuss and make good faith effort to reasonably resolve any issue or concern.

Section 11. Other Provisions

- A. In the event that a Dispatchable Bay Driver is required to deliver free goods he shall be compensated under the volume commission rates.
- B. In the event that a Dispatchable Bay Driver is required to work a Saturday, he shall be compensated at the rate of the daily base and a half plus commission earned for that day.
- C. In the event that a Dispatchable Bay Driver is unable to complete his scheduled deliveries for the day due to unforeseen circumstances such as weather, Act of God, truck breakdown, etc. the Dispatchable Bay Driver shall be compensated what their daily route earned that day in commission plus the daily base rate and a payment of \$40.00.
- D. The Company agrees not to reduce the current commission rates for the life of this agreement.
- E. A full facility rebid will take place in Period 2 of each year, excluding MEM and Fleet classifications.
- F. A Dispatchable Bay Driver(s) who works four (4) days during a holiday week, as a Dispatchable Bay Driver, shall receive 5 days base pay and commissions in addition to holiday pay.

PAY SCHEDULE FOR HOURLY RATED EMPLOYEES

	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/1/09</u>
Relief Driver and Utility	\$18.70	\$19.10	\$19.55
Bulk Delivery Driver	\$20.60	\$21.00	\$21.45
Full Service Vending Driver	\$19.30	\$19.70	\$20.15

Hourly employees hired after July 31, 1986 shall receive a Step Wage rate based on the following schedule:

- ☐ 85% of rate for the first year
- ☐ 95% of rate for the second year
- ☐ 100% of rate for the third year
- ☐ Full rate after two years

The Company reserves the right to waive the Step Rates at any time.

FLEET DEPARTMENT

	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/1/09</u>
Master Fleet Mechanic	\$19.95	\$20.35	\$20.80
Fleet Mechanic	\$19.45	\$19.85	\$20.30

Fleet Mechanic Premium: A Fleet Mechanic who, on his own time and at his own expense, applies for, and successfully completes any of the following tests, sponsored by the National Institute for Automotive Service Excellence, will receive a premium of ten cents (10¢) per hour, added to his regular straight time hourly rate, upon certification of successful completion of each test by the National Institute for Automotive Service Excellence. Additional NIASE tests may be available with management approval.

- (a) Gasoline Engine
- (b) Diesel Engine
- (c) Drive Train (Includes Automatic and Manual Transmissions and Clutches)
- (d) Brake System (Air and Hydraulic)
- (e) Suspension and Steering
- (f) Electrical System

A Fleet Mechanic who successfully completes all six (6) tests and is certified by the N.I.A.S.E as a "General Certified Mechanic" shall receive an additional premium of fifteen cents (15¢) per hour. The Company will also reimburse any Fleet Mechanic for his costs of the tests after all six (6) tests have been successfully completed.

Tool Insurance: The Company agrees to provide tool insurance for all Mechanics in the Fleet Department. This insurance provides a maximum payment of six thousand five hundred dollars (\$6,500) for losses incurred by proven theft from illegal entry into a facility providing all equipment was previously inventoried and an employee's entire inventory was stolen.

MEM/VENDING DEPARTMENT

	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/1/09</u>
Master Food Service Mechanic	\$19.70	\$20.10	\$20.55
MEM/Vending Mechanic	\$18.60	\$19.00	\$19.45

All current Master Food Service Mechanics will be grandfathered in that position without further qualification requirements. In the future, MEM/Vending Mechanics will be required to obtain a State of Michigan Refrigeration License as a prerequisite to being designated as a Master Food Service Mechanic. The Company has no obligation to pay for any courses or fees associated with obtaining the State of Michigan refrigeration license. MEM/Vending Mechanics obtaining such a license shall receive a fifty cents (\$0.50) per hour premium. A Vending Mechanic who receives their Refrigerant Reclaiming Certification shall receive a \$0.25 per hour premium.

Class A Vendor Mechanic: Must be able to perform field maintenance on all types of vendors used by the Company, including syrup, postmix, premix, carbonic equipment.

Replace controls, wiring, relays and major repair or replacement of all components. Also internal refrigeration and electronic equipment repair.

WAREHOUSE DEPARTMENT

	8/1/07	8/1/08	8/1/09
Warehouseman	\$18.60	\$19.00	\$19.45

A shift premium of thirty cents (30¢) an hour shall be paid each second shift hourly rated employee. A shift premium of thirty cents (30¢) an hour shall be paid each third shift hourly rated employee.

The number of summer help shall be limited to four (4) such employees, except in an emergency or if the union approves additional personnel. It is understood that such summer help may be utilized to replace employees in other classifications in the event of unplanned absences in those departments limited to one (1) day. However, in the event additional employees are required after the subsequent one (1) day to work in a department other than the warehouse or a replacement is needed for a planned absence, the work shall first be offered to full-time regular employees. Summer help employees will then be utilized to fill the subsequent vacancies.

The Company and Union agree to meet no later than the end of the first quarter of each year to discuss the peak staffing needs for the upcoming summer months (May 1 - September 15).

The Company agrees to communicate the staffing and training plan to the Union no later than by the end of period 4. Seasonal employees to be hired for the summer season as listed above (May 1 - September 15) will be given a two week training period prior to being released for seasonal work to ensure their ability to effectively contribute in the warehouse.

Nothing in this section shall limit the Company from utilizing the maximum number of seasonal employees as listed in Article 27, (PAY SCHEDULE FOR HOURLY RATED EMPLOYEES) Warehouse Department.

In the event the Employer determines the need for a Working Foreman, the employee so selected shall receive a premium of fifty cents (50¢) an hour over the highest classification rate of the group he directs, and his duties shall be as follows:

Working Foreman - In addition to the performance of the regular work of the group that he directs, a Working Foreman is responsible for the maintenance of a satisfactory quality and quantity of work performed by personnel assigned to his leadership on a shift, and his duties shall include such activities as explaining and demonstrating work procedures and methods, apportioning and scheduling work assigned to him for accomplishment, observing and analyzing the methods used and results achieved, bringing problems to his supervisor's attention, working in accordance with the Employer's regulations and supervisory instructions, and completing any forms connected with the work involved.

ARTICLE 28 - NEW STANDARDS IN A PRE SELL SYSTEM

After ratification of this agreement the Company and Union agree to a complete re-bid for the facility, excluding MEM and Fleet positions.

Section 1

Daily Dispatchable Bay openings will be bid daily by seniority within the facility by those employees classified as Dispatchable Bay Drivers. If there is work available in your Dispatchable Bay classification, you will be required to perform that work.

Section 2

The Company will distribute work by considering such things as geographic proximity of accounts, customer demands, and the three (3) principles discussed in negotiations: time to serve, volume, and number of accounts. The Company shall have the right to assign accounts on daily delivery schedules in order to best meet customer demands and business needs.

Section 3

Upon implementation of Pre-Sell, the Company agrees to allow Dispatchable Bay Drivers to utilize their seniority to express a preference for daily delivery assignments within the Dispatchable Bay Driver classification. On a daily basis Dispatchable Bay Drivers shall have the opportunity to bid available delivery schedules for that day. Such bidding must be completed within thirty (30) minutes after the start time of their shifts.

Section 4

If there are more daily delivery routes than there are Dispatchable Bay Drivers employees in the Relief classification will have the ability to bid by seniority to those daily delivery routes for the day.

Section 5

Daily layoff and Recall Process (DBay)

1. Optional layoff without pay offered by seniority.
2. If the employee reports to work and there is not enough work, the employee will receive 5 hours of show up pay at the employees average hourly rate.
3. If Company has available work, that employee will be assigned to such work and paid at the employees average hourly rate.
4. If not enough work is available to accommodate all Dispatchable Bay Drivers, unassigned Dispatchable Bay Drivers may use his/her seniority and qualifications to bump a junior second shift warehouse employee.

Section 6.

Goldplating for Conventional CR's who become D-Bay Drivers will be offered in accordance to the PBG National Goldplating Policy, excluding the 10% reduction in earnings qualifier.

Affected employees due to the Pre sell conversion will be presented with the following options:

- Severance in accordance with the PBG National Policy capped at 12 weeks severance with a signed severance agreement. Severance will be available to current employees only for a period of 12 months.
- Opportunity to be considered for a open non-union position .
- Remain on the seniority list.

ARTICLE 29 - HEALTH AND WELFARE AND PENSION

HEALTH & WELFARE

Effective January 1, 1993, all insurance coverage shall be provided through a Company-sponsored Health and Welfare Plan. The Union waives absolutely and unconditionally the right to bargain on the subject of Health and Welfare in any way whatsoever during the term of this Agreement. The Company agrees that provided retiree coverage exists within the Flex Benefits program. It will continue to be offered to the Saginaw bargaining unit employees.

Effective January 1, 1993, employees will become participants in the Company-sponsored "Flexible Benefits" Program. Under this Plan, the Company will provide each employee with an amount of money ("Company Contribution") to purchase benefit coverage. An employee can choose different types of benefits (medical, dental, vision/hearing, life and accident insurance, group legal, 401K Plan, etc.) as well as different levels, (HMO or other medical options, etc.). If the cost of the benefit choices is less than the Company contribution, the employee will receive the balance each week in his paycheck. If the benefit choices cost more than the Company contribution, the employee will pay the difference each week with pre-tax payroll deductions.

The Company will provide details of this Plan in a Summary Plan Description. The employee will be required to elect these benefit coverage choices on an annual basis.

Any pre-existing conditions will be covered.

The Company will provide Short-Term Disability benefits to employees who are sick or out due to a non-work related injury. The weekly benefit effective August 1, 2007 will be three hundred seventy-five dollars (\$375.00) per week. The weekly benefit effective August 1, 2008 will be four hundred dollars (\$400.00) per week. Coverage begins on the first (1st) day for an accident and on the eighth (8th) day for an illness. Maximum benefit period is twenty-six (26) weeks.

PENSION

The Employer will provide a Pepsi Bottling Group Pension Plan for all eligible employees. The Union waives absolutely and unconditionally the right to bargain on the subject of pension in any way whatsoever during the term of this contract.

The Pepsi Bottling Group Hourly Pension Plan ("Hourly Plan") provisions which apply to employees who are represented for collective bargaining purposes by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local Union No. 486, and who are employed at the Saginaw, Michigan location, are as follows:

Effective Date: This group of employees became covered by the Hourly Plan on August 1, 1983. Prior to that date, this group of employees were covered by the Central States, Southeast and Southwest Areas Pension Fund (Central States Plan).

Participation: Members of the eligible group who were actively employed by The Pepsi Bottling Group on August 1, 1983 became participants in the Hourly Plan on that date. All other participants must meet the participation requirements in the Hourly Plan.

Service: Employees in the eligible group who were actively employed on August 1, 1983 will receive service under the Hourly Plan based on their service date under the Central States Plan as of August 1, 1983, and extending to their severance from service date as defined in the Hourly Plan. In general, all other participants will receive service from their date of hire with The Pepsi Bottling Group.

Credited Service: Employees in the eligible group who were actively employed by The Pepsi Bottling Group on August 1, 1983 will receive credited service under the Hourly Plan for all credited service earned under the terms of the Central States Plan as of August 1, 1983 through their severance from service date. In addition, generally all other participants will earn credited service from their date of hire with The Pepsi Bottling Group through their severance from service date.

Benefit Amount: Dollar Multiplier x Years of Credited Service = Amount Payable @ 62.

If a participant was a participant in the Central States Plan on August 1, 1983, and was actively employed by The Pepsi Bottling Group on August 1, 1983, the benefit payable at normal retirement age will be offset by the benefits payable from the Central States Plan for the periods of service that are credited under the Hourly Plan.

In addition, if a participant was a participant in the Central States Plan as of August 1, 1983, the benefit under the Hourly Plan will be determined by calculating the greater of:

- The benefit you would have received if you had remained a participant in the Central States Plan (Level 10) as it was in effect on August 1, 1983, through your severance from service date. (For this purpose, the provisions of the Central States Plan in effect

as of August 1, 1983 shall apply and no subsequent changes to that Plan are applicable.)

or,

- The benefit calculated under the Hourly Plan based on all years of credited service including all years of credited service recognized under the Central States Plan as of August 1, 1983.

Dollar Multiplier: August 1, 2007 - \$58.00
 August 1, 2008 - \$59.00
 August 1, 2009 - \$61.00

There are four types of benefits under the Pepsi Bottling Group Hourly Pension Plan:

Normal Retirement: Age 62 and the completion of 5 years of service.

Early Retirement: Ages 55 to 62 and the completion of 10 years of service. There is four percent (4%) annual reduction factor applied to the benefit payable for each year prior to age 62 that the benefit commences.

Disability Retirement: Completion of 10 years of service and in receipt of a Social Security Disability award. The benefit is payable in an un-reduced amount 6 months following the date of disability based on credited service up to 6 months following the date of disability. The benefit is payable only until recovery from disability or death.

Deferred Vested: Completion of 5 years of service, but have not met the age and service criteria for early or normal retirement. The benefit is payable at age 62 or can commence as early as age 55 in an actuarially reduced amount.

Pre-Retirement Joint and Survivor: Actively employed. Completion of 5 years of service. Married a minimum of one year prior to death.

Benefit: If age 55 with 10 years of service, spouse will receive 50% of the benefit the employee would have received if the employee retired on the day prior to the employee's death after reduction for survivor option. If less than 55 with 5 years of service, the spouse will receive 50% of the benefit the employee would have received at age 62 after reduction for the survivor option.

Post-Retirement Joint and Survivor: Completion of 5 years of service. Married at least one year. Eligible for normal or early retirement.

Benefit: If the employee elects a joint and survivor option, the percentage elected is applied to the employee's retirement benefit and payable to the spouse until the spouse dies. If the joint and survivor option is not elected, no benefit is payable.

To the extent the specific provisions above do not modify generally applicable Hourly Plan provisions, all such generally applicable provisions shall apply to this group of employees.

It is understood and agreed that the Employer has the sole and exclusive right to amend its present pension plan and execute the legal text of such plan without question by the Union, so that such text is consistent with those provisions as outlined above.

ARTICLE 30 - FUNERAL LEAVE

Employees who have completed their probationary period will be paid for a maximum period of up to three (3) consecutive scheduled working days commencing with the day of death and ending with the day of the funeral, to compensate for regularly scheduled working days lost to attend a funeral due to a death in the immediate family.

The immediate family shall be limited to the employee's spouse, sons and daughters, mother and father, brother and sister, grandparents, grandchildren, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents-in-law.

Pay for funeral leave for all employees shall be computed in the same manner as Holiday Pay in Article 24.

ARTICLE 31 - PERSONAL LEAVE DAYS

Effective in calendar year 1983, an employee shall receive six (6) personal leave days with pay. Effective January 1, 1996 any full-time employee subject to the step-rate personal day schedule below shall be entitled to the full personal day allotment. Employees hired or promoted to full-time after January 1, 1996 shall be entitled to personal days according to the following schedule:

- ☐ Two (2) personal days during their first year.
- ☐ Four (4) personal days during their second year.
- ☐ Six (6) personal days during their third year.

Except in the event of illness or injury, an employee who wishes to take a personal leave day must seek mutual agreement with his supervisor for such day off one (1) week in advance, and such agreement by the supervisor shall not be unreasonably withheld. In the event of illness or injury, the employee must call in prior to his scheduled starting time and indicate the use of such leave days for the absence due to such illness or injury.

If unused at the end of the year, the personal leave days shall be paid the employee in the last paycheck prior to Christmas. Pay for a personal leave day shall be a day's pay as provided for a holiday not worked.

Eligible employees may elect to carry over into the next calendar year a maximum of three (3) unused personal days. Any days carried over may only be used for absences due to short-term disability, hospitalization, or other Company approved leave of absence. There shall be no

accumulation of any carried over personal days and if unused by December 1 of the affected year, they shall be paid as described above.

ARTICLE 32 - JURY DUTY

In the event a regular, full-time employee who has completed his probationary period is called for jury duty, he will receive for his regularly scheduled workdays during which he is absent on such service, his normal earnings less any and all amounts received for such service. Normal earnings as used herein for each day shall be a day's pay as provided for a holiday not worked.

ARTICLE 33- TERMINATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from August 1, 2007 up to and including July 31, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to July 31, 2010, or July 31st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

In the event of war, declaration of emergency or imposition of civilian controls, during the life of this Contract, either party may reopen the same upon sixty (60) day's written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FOR THE COMPANY:

THE PEPSI BOTTLING GROUP, INC.

FOR THE UNION:

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

BY: _____
David Robinson
Secretary-Treasurer

BY: _____
Mike Sander
Business Agent

LETTER OF UNDERSTANDING NO. 1

The Employer agrees that for the purposes of transferring work into the Saginaw Sales Facility or a new location as provided for below, the affected employees from other locations may follow their work and have their seniority dovetailed into the Saginaw Facility or new location.

In the event the Saginaw and Mt. Pleasant locations consolidate into one location, the new location shall be considered a Union facility with the Saginaw and Mt. Pleasant employees seniority dovetailed. This provision applies only to the Mt. Pleasant and Saginaw Facilities.

All employees affected by any of the above changes shall be given seniority credit for all prior service with The Pepsi Bottling Group, so long as all hourly and commissioned service (excluding salaried service) is continuous and unbroken.

In the event that one or more accounts are transferred into the Saginaw Sales Facility, and such transfer creates the need for additional employees, those employees who are displaced by such transfer shall be given preferential hiring rights to the extent of the number of employees required at the Saginaw Facility as a result of the work transfer.

The status of the transferred employees shall be governed by the Contract or practice at the receiving location.

Article 3 - Transfer of Company Title or Interest shall not apply to the situations described above.

FOR THE COMPANY:

THE PEPSI BOTTLING GROUP, INC.

FOR THE UNION:

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

BY: _____
David Robinson
Secretary-Treasurer

BY: _____
Mike Sander
Business Agent

**LETTER OF UNDERSTANDING NO. 2 -
PRE-SELL CONVERSION INITIAL BID POSITIONS**

The Company agrees to post the following positions for bid upon the initial conversion to a Pre-Sell system with the intent of providing a bid for all current employees on the seniority list.

D- Bay Drivers	11
Relief Drivers	10
Bulk Drivers	5
FSV	2
Warehouseman	13
Utility Warehouseman	<u>4</u>
Total:	45

FOR THE COMPANY:

THE PEPSI BOTTLING GROUP, INC.

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

FOR THE UNION:

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
David Robinson
Secretary Treasurer

BY: _____
Mike Sander
Business Agent

**LETTER OF UNDERSTANDING NO. 3 -
CONVENTIONAL CR CONVERSION EARNINGS PROTECTION**

The Company agrees to provide earnings protection as outlined below.

Earnings Protection

Length of Payment

100% of Earnings Difference

6 Periods

Eligibility:

- Conventional CRs who bid on D-Bay positions
- Employees must be considered active at the end of the period to receive conversion protection pay. Employees placed on a LOA during the protection period will receive a pro-rated protection payment based on the number of weeks of active status.
- The employees must have been considered an active (not on a LOA) Conventional CR for the 40 weeks prior to "go live".

How it Works:

- Current period earnings will be compared against employee's 2007 same period earnings.
- Employee will be paid a true-up check at the end of the first six periods post-conversion.

FOR THE COMPANY:

FOR THE UNION:

THE PEPSI BOTTLING GROUP, INC.

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

BY: _____
David Robinson
Secretary Treasurer

BY: _____
Mike Sander
Business Agent

**LETTER OF UNDERSTANDING NO. 4 –
WORKFORCE PRODUCTIVITY**

The Company and Union agree to maintain two-way communication regarding hourly positions and efforts to insure high productivity among the workforce.

FOR THE COMPANY:

FOR THE UNION:

THE PEPSI BOTTLING GROUP, INC.

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

BY: _____
David Robinson
Secretary-Treasurer

BY: _____
Mike Sander
Business Agent

**LETTER OF UNDERSTANDING NO. 5 –
TRANSITION TO PRE-SELL**

May 1, 2008

The following guarantee shall apply to Teamsters Local 486 members working in the Saginaw PBG facility, and shall be in effect for the first twelve (12) months after transitioning to a pre-sell delivery system. During this twelve (12) month guarantee period after the new pre-sell delivery system is implemented, the Company guarantees it will schedule ten (10) warehousemen and five (5) bulk driver positions on a forty (40) hour workweek schedule each week, inclusive of paid time off but not including vacation time. This guarantee shall not apply in the event an Act of God prohibits the Company from performing work on any given day and/or week or if the Company ceases performing warehouse and / or bulk operations out of this facility.

FOR THE COMPANY:

THE PEPSI BOTTLING GROUP, INC.

BY: _____
Michael P. Gilligan
Vice President, Labor Relations

FOR THE UNION:

LOCAL UNION 486, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____
David Robinson
Secretary Treasurer

BY: _____
Mike Sander
Business Agent

Be sure you request a withdrawal card when being laid-off, going on leave of absence, lengthy medical leave or terminating your employment. FAILURE TO OBTAIN A WITHDRAWAL CARD WILL RESULT IN YOUR HAVING TO PAY UP ALL BACK DUES OR ANOTHER INITIATION FEE WHEN YOU RETURN TO WORK FOR ANY EMPLOYER UNDER A TEAMSTER CONTRACT.

The cost of a withdrawal card is only fifty cents (50¢), however your UNION DUES, AND INITIATION FEE must be paid up to date.

Withdrawal cards are issued at the Union Offices or you may use the form below.

Remember, it is YOUR responsibility to obtain a withdrawal card after leaving the company so that you will not be obligated to continue to pay dues.

If you have any questions regarding a withdrawal, you may contact the Union Offices at 989-771-9000, extension 10 or 14.

ENCLOSE 50¢
CHECK OR MONEY ORDER

Mail to: Teamsters Local 486
805 Bridgeview South, MI 48604

WITHDRAWAL CARD REQUEST

Name _____

S.S. Number _____ Phone No. _____

Address _____

City, State, Zip _____

Company _____

My Last Day of Work _____

Reason for Requesting Withdrawal Card _____

Date _____ Signature _____